

Rutland Regional Animal Control Program

Funded by the Community Innovation Challenge (CIC) Grant Program, 2013



Regional animal control facility under construction

Table of Contents

INTRODUCTORY LETTER**Error! Bookmark not defined.**

EXECUTIVE SUMMARY 3

PARTNER COMMUNITIES 3

GOALS 3

IMPLEMENTATION PLAN 4

BUDGET 5

OUTCOMES..... 6

CONTACTS 6

RESOURCES 7

 INTERMUNICIPAL AGREEMENT 7

 ANIMAL CONTROL OFFICER JOB DESCRIPTION 13

EXECUTIVE SUMMARY

The Town of Rutland was confirmed on February 23, 1713. Rutland became incorporated in 1722. The Town of Rutland (current population 8,786) is a beautiful residential hill town in the geographic center of Massachusetts. It is located 13 miles northwest of Worcester and 52 miles west of Boston. At 1,200 feet above sea level, Rutland has the highest elevation of any community between the Berkshires and the Atlantic Ocean. Known for its clean air, the town grew as a health resort center in the 1880's. During the onslaught of tuberculosis, Rutland became famous for its health care industry and fresh air living environment. This industry continued until December 23, 1991 when the last of the health care facilities closed its doors. Rutland is now basically a bedroom community with many of its residents commuting to Boston and Springfield on a daily basis. The town operates with a five member Board of Selectmen and an open town meeting form of government.

The town is the host community to a four town Regional Emergency Dispatch Center. The regional towns made up of Rutland, Oakham, Hubbardston and Barre also use the Rutland Police lock up as part of the regionalized dispatch agreement. So, when considering a regional animal control officer, it only made sense that the area towns would look into a regional animal control officer as three town already shared the same animal control officer separately.

The original plan was to have Rutland act as the host community and invitations were made to Oakham, Barre and Paxton to join the application for the CIC Animal Control Grant. As time went on, Oakham and Paxton decided not to regionalize. The town of Princeton had a need for an animal control officer and voted to join the regionalization effort with Rutland and Barre.

PARTNER COMMUNITIES

The participating communities in the Rutland Regional Animal Control Program are Rutland with a population of 8,786. The Town of Barre with a population of 4,985 and the Town of Princeton with a population of 3,300. The goal of the program was to provide 24 hr coverage by a trained Animal Control Officer as opposed to tying up police officers to deal with dog and animal related issues.

GOALS

The main goal of the program is to provide an effective, cost efficient, professional animal control service to the communities who wanted to join. This would reduce the burden on the individual towns but provide more service to the residents of the communities. The animal control officer works with the towns police officers on animal investigations, maintains the shelter, collects appropriate fines and fees and seek grants and donations of food and supplies.

The other goals of the Rutland Regional Animal Control Program are:

1. To provide a regional program for the member towns;
2. To provide a shelter for stray and lost dogs; and
3. To provide reliable official transportation to pick up and move dogs to the shelter.

IMPLEMENTATION PLAN

The police departments of the Towns of Rutland, Bare and Princeton participated in this program under the lead of the Rutland Animal Control Officer.

A summary of the implementation process is listed below;

1. Research was conducted on regional animal control shelters.
2. Community demands- Review of the dog /animal control needs of member towns.
3. Met with all interested communities' Boards of Selectmen
4. Researched various cost sharing methods and fees.
5. Developed a draft municipal agreement.
6. Municipal agreement reviewed by town counsels of all involved towns.
7. Applied for and was awarded the Community Innovation Challenge (CIC) Grant.
8. Used grant funding to hire an Animal Control Officer, purchase a new ACO vehicle and built a new animal shelter capable of hold five (5) animals.
9. The Rutland Board of Selectmen created a gift account for use by the ACO for supplies. Citizens are free to give donation to the ACO program. In one case a reward fund was set up for information leading to the arrest and conviction of those responsible for the brutal killing of a dog in Rutland.
10. ACO has developed a working relationship with a Rutland veterinarian for all vet services.

BUDGET

In the planning of this project, the town conducted an analysis of the call volume of the three participating towns as well as a review of the populations to be served. It was agreed that the total costs of the service was to be assessed to each community by population size.

Regional Animal Control Budget: FY-2015

Animal Control Officer (ACO) salary	19,495
Assistant Animal Control Officer (ACO) stipend	500
Supplies	5,297
Purchased Services	1,200
Retirement, Health, and Medicare payments	<u>7,588.96</u>
<u>TOTAL</u>	<u>34,081</u>

Assessed Costs

Rutland	17,381.28	51%
Barre	9,747.15	28.60%
Princeton	<u>6,952.51</u>	20.40%

None of the three participating towns had the funds to build a shelter, purchase a vehicle or pay salary and benefits for an Animal Control Officer.

The CIC grant gave us the seed money to put together a program and set up a procedure to keep it funded in future years. Currently, we have two additional communities that are exploring the possibility of joining the Regional ACO Program.

OUTCOMES

In the CIC grant application the Rutland Regional ACO program developed a plan to provide ACO services to three towns thus saving approximately \$6,000 to these towns in yearly costs.

We have streamlined the manner in which dogs are picked up and handled in all towns. The pickup fees and boarding fees are retained by the Rutland Regional ACO program for use in maintaining the animal shelter. All fees for dog licensing and fines are kept by the participating towns in their treasury.

Enforcement of the towns dog bylaws is also streamlined with one ACO handling the complaints and attending Board of Selectmen hearings, as well as, District Court Appeals on the Board's orders. This has worked out very well with our current caseload.

The program has received positive press from the Worcester Telegram as well as the Holden Landmark. To boost interactions with the communities, we created a Rutland Regional ACO Facebook page.

CONTACTS

Laura Pease, Rutland ACO
242 Main St. Rutland, MA 01543
Tel. 508-886-4033

Chief Donald A. Haapakoski
Rutland Police Department
242 Main St. Rutland, MA 01543
Tel. 508-886-4106
Email: policechief@townofrutland.org

RESOURCES

INTERMUNICIPAL AGREEMENT

TOWN OF RUTLAND, BARRE, AND PRINCETON **INTERMUNICIPAL CONTRACT AGREEMENT** **FOR ANIMAL CONTROL SERVICES**

This Intermunicipal Agreement made and entered into pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 4A by and between the Towns of Rutland, Barre, and Princeton.

WITNESSETH

WHEREAS, Rutland, Barre, and Princeton have determined that they share a need for animal control services; and

WHEREAS, Rutland, Barre, and Princeton have determined that the sharing of the benefits and costs of those services would be beneficial to each Town; and

WHEREAS, Rutland, Barre, and Princeton desire to enter into an Agreement that provides for the terms, conditions and liabilities of the parties with respect to animal control services, including, but not limited to terms of cooperation and obligations of each Town relative to cost of shared human resources, facilities, and operating costs; and

NOW, THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto, the parties agree as follows:

I. PURPOSE AND TERM

- a. The purpose of this Intermunicipal Agreement is to provide for shared animal control services under the direction of the police departments of the contracted towns. Primary management for said service shall be undertaken within of the Town of Rutland's public safety operations.
- b. Agreement dates shall be July 1st through June 30th of each fiscal year. (Contract year) The initial contract year should be July 1, 2013 through June 30, 2014.
- c. This Agreement shall automatically renew annually every July 1st, unless notification is given by any town as provided below and subject to funding by town meeting vote, for maximum of 25 years.

II. BASIS FOR CHARGES AND BILLING

- a. Charges for all services and equipment shall be billed by Rutland each contract year and will be based upon each town's population percentage as certified by each town's respective town clerk census figure from the previous fiscal year, to be used for the July 1 fiscal year. This annual appropriation shall be sufficient to pay all fees, supplies, maintenance of the Animal Shelter and Animal Control operations, to include but not be limited to utilities, general maintenance of the shelter, food for the animals, vehicle maintenance, uniforms, insurances, including workers compensation, wages, health insurance, other benefits and equipment necessary for animal control services. (changes ok)**
- b. The Rutland Regional Animal Control Officer shall charge a \$25 pick-up fee per animal and a \$25 per day kenneling fee for those animals that are housed in the Rutland Regional Kennel. These fees will be turned over to the Town of Rutland. All license fees and fines from the member towns shall remain with that town.**
- c. Payments from each town to the Town of Rutland shall be made as follows:
 - a. First half billed in July and due on or before August 30th.
 - b. Second half billed in January and due on or before February 15th.

III. SERVICES PROVIDED BY RUTLAND

- a. Rutland shall provide a facility for housing animals in the Town of Rutland, together with the necessary equipment and manpower for 24 hour animal control services.
- b. The shared Animal Control Officer and Assistant Animal Control Officer shall have all of the authority under the applicable provisions of the Massachusetts General Laws as well as the by-laws of the Town in which animal control services are being provided. The shared Animal Control Officer and the Assistant Animal Control Officer will be employees of the Town of Rutland for purposes of this Agreement. (Ok)
- c. . (NO-legal reasons)In the event of a vacancy, representatives shall be invited to participate on the hiring panel for ACO.
- d. The duties of this shared Animal Control Officer and Assistant Animal Control Officer shall include those listed in the "Job Description for Animal Control Officer" and "Job Description for Assistant Animal Control Officer" attached hereto as Exhibit A, which may be amended from time to time by mutual written agreement of the Towns.(Ok)
- e. The shared Animal Control Officer and Assistant Animal Control Officer shall be supervised in the manner as specified in the Job Descriptions, as attached, save that

any disciplinary action under the Rutland Personnel Bylaw involving suspension or termination of the shared Animal Control Officer or Assistant Animal Control Officer may only be imposed by joint decision of the member towns designated representatives.

(No- As a Rutland employee, Rutland holds all the liability for the employee)

- f. The Animal Control Officer works on an on call basis 24 hours a day, 7 days a week; on average it will consist of up to twenty four (24) hours per week and is a salaried position. .(No)- The Animal Control Officer will be responsible to answer all animal calls as assigned for each town based on severity)

(No)

- g. Operational procedures shall follow a standardized format as established by the respective towns' public safety representatives unless otherwise agreed by all parties. Each town by executing this Agreement acknowledges that it has read and will comply with said operational procedures.
- h. Review of the animal control operational procedures shall be performed by the respective contracted Town's Police Chief or his designee, , and shall take place semi-annually or at any other time as requested by any other Town representative. **The proposed budget for the upcoming fiscal year shall be reviewed and presented to each Town's –Board of Selectmen by March 1st of the preceding fiscal year. Meetings shall be held prior to budget submission for each town's input into the budget formulation and shall include each town's representatives or their designee. The budget shall be approved by a majority vote of the member towns at a Town Meeting.**
- i. Any grant funding that becomes available shall be reviewed by each Town's representatives and if appropriate, be applied to reduce the respective towns contracted costs, otherwise it will be used for its intended granted purpose.
- j. **Any funding left unspent from the previous fiscal year shall be applied as credit towards the next fiscal year's bill** unless the agreement is terminated by one or more of the participating towns at the end of that fiscal year. In such an event, the Town of Rutland shall reimburse the town or towns that have terminated the agreement by August 30th of the subsequent fiscal year.(If there are any addition unforeseen expenses during the fiscal year, those overages shall be proportioned amongst the remaining member towns.

IV. REQUIREMENTS OF TOWNS

- a. Rutland shall provide and maintain any necessary and related equipment to assist with the operation of the animal control services. All charges and maintenance costs for the above must be approved by a majority vote of all Towns at a Town Meeting and become part of the shared cost under Article II.
- b. Except as otherwise set forth herein, each party to this Agreement shall waive any and all claims against the other party hereto which may arise out of their activities while rendering or receiving services under this Agreement.
- c. All the privileges and immunities from liability and exemptions from laws, by-laws and regulations that animal control officers employed by any of the parties hereto have in their own jurisdictions shall be effective in the jurisdiction in which they are giving assistance unless otherwise prohibited by law.
- d. In the event that any claims, demands, suits, causes of action, and costs and expenses arise with respect to animal control services provided pursuant to this Agreement, the town receiving services shall be liable for and shall indemnify, defend, and hold the town rendering services harmless from and against any and all such claims, demands, suits, causes of actions, costs and expenses, including reasonable attorney's fees, including those arising from the handling and care of any animals from the town receive services.
- e. The parties agree that calls of an emergency nature shall take precedence over non-emergency requests.
- f. Rutland shall maintain records reflecting all calls received from all towns and the disposition/resolution of those calls. Rutland shall provide to all parties a quarterly report to include calls to each town during the quarter and an end of the quarter update on the budget. (Ok)
- g. All parties shall maintain records of any costs incurred and reimbursements and contributions made relative to the dispatching of ACO services provided herein. Rutland shall also annually provide a financial statement to the other parties relative to the providing of animal control services, as required under G.L c. 40, §4A.
- h. Any Audits required by G.L c. 40, §4A may be satisfied by inclusion of operations under this Agreement in the annual Town audit conducted pursuant to G.L. c. 41 §50.
- i. All records referenced above shall be available for inspection by all parties upon reasonable notice.

V. AMENDMENTS TO OR TERMINATION OF THE CONTRACT

- a. Amendments to this Agreement may be made after review of any requested amendment is made in accordance with Article III, C above.

- b. Any Town may, by vote of its Board of Selectmen, terminate its participation under this Agreement upon the provision that written notice thereof is provided to all other Towns at **least sixty (60) days** prior to the end of any fiscal year. Termination shall be effective at the end of the fiscal year in which notice is given. (90 days-for housekeeping reasons the board wants it to remain at 90 days. It originally was 180 days.
- c. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, the provisions of which shall not be deemed waived by any provision hereof, and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
- d. If any provision of this Agreement is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Agreement shall be enforced to the fullest extent permitted by law.

VI. NOTICES

All official notices are to be sent as follows:

Town of Rutland – Board of Selectmen
Town of Rutland
246 Main Street
Rutland, MA 01543

Town of Barre – Board of Selectmen
Town of Barre
40 West Street
Henry Woods Building
Barre, MA 01005

Town of Princeton- Board of Selectmen
Town of Princeton

6 Town Hall Drive
Princeton, MA 01541

Whereas the Town of Rutland, Barre and Princeton desire to enter into this Agreement for the efficient operation of Regional Animal Control Services, each agrees to these terms as they are in the best interest of each said town. (Ok)

TOWN of RUTLAND
Board of Selectmen

Chairperson

Date

TOWN of BARRE
Board of Selectmen

Chairperson

Date

TOWN of PRINCETON
Board of Selectmen

Chairperson

Date

ANIMAL CONTROL OFFICER JOB DESCRIPTION

TOWN OF RUTLAND POLICE DEPARTMENT- REGIONAL ANIMAL CONTROL OFFICER ASST. ANIMAL CONTROL OFFICER

GENERAL SUMMARY:

Works under the general direction of the Chief of Police and travels to various parts of the Town in order to enforce state and local animal control laws as well as Town of Rutland animal control bylaws. When working as the Regional ACO, he/she shall be responsible to the Police Chief of the responding town.

TYPICAL DUTIES:

1. In response to complaints or requests for assistance from town residents, or as a part of a predetermined schedule or route, travels to various parts of the town by driving or riding as a passenger in a town-owned vehicle.
2. Investigates complaints such as barking dogs, cruelty to animals, animals at large, and the like. Records information and decides on proper course of action. All records shall be completed in a system approved by the Chief of Police.
3. Captures and impounds unlicensed, stray, and uncontrolled animals often using ropes, snares, traps, and similar devices.
4. Picks up dead animals as requested from the police department and others as well as any dead domestic animals observed on roads or elsewhere.
5. Investigates and writes up reports of all instances in which people have been bitten by animals.
6. Issues summons for violation of state animal control laws and Town of Rutland or Regional town's by-laws.
7. Transports animals to an animal care facility, removes same from vehicle, cleans and disinfects vehicle.
8. May be required to perform routine maintenance on vehicles used and to assist in some of the duties associated with the maintenance and operation of the animal care facility.

9. Assist the police department as requested. May be appointed as Asst. Animal Inspector.
10. Works on an on call basis 24 X7 and carries a cell phone.
11. May give presentations to school children, business groups and neighborhood organizations.

Animal Control Officer

Page2

12. Testifies in court as required, and performs other duties as assigned.
13. The Asst. ACO shall perform the same duties when the ACO is not available.
14. The Regional ACO may also be sworn in by member towns as their Asst. Animal Inspector.

Essential Job Functions: With or without accommodations this employee must be capable of working responsibly on their own and perform the required tasks. Must be capable of pulling and lifting and carrying weight up to 150 lbs. (Lifts weights from ground into a truck).

Pushes weights up to 100 lbs. (in controlling livestock that may weigh up to 2000 lbs). Sits for the majority of the day's duty time while driving assorted miles and stands for intermittent times outside of the assigned vehicles. Bends, squats, climbs ladders and stairs and walks/runs on various types of terrains for regular daily duties of the job in pursuing and capturing animals.

Operates specialized types of equipment such as police radios, snare, capture net, tranquilizer gun, handgun and/or shot gun. Must be able to write in report form, complete court summons and work with prosecutors on cases. Must be certified or certifiable as an animal control officer. Must be capable and tolerant of working in all types of climatic weather conditions.

Degree/Experience: High school graduate or equivalent education required. Must be at least 21 years of age. Must have a good driving record and be able to pass a criminal history background check. Previous experience handling animals preferred.

The above statements are intended to describe the general nature and level of work being performed by an ACO. They are not to be construed as an exhaustive list of all job duties performed by an ACO.